

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DISTRICT**

CAROLYN HAWTHORNE, )  
*on behalf of herself and those* )  
*similarly situated;* )  
                                )  
Plaintiff,                 )  
                                ) Case No.: 4:23-cv-01711-SRW  
v.                            )  
                                )  
NORTHVIEW VILLAGE, INC. )  
d/b/a NORTHVIEW VILLAGE, )  
HEALTHCARE ACCOUNTING )  
SERVICES, LLC, and NORTHVIEW )  
VILLAGE CENTER LIMITED )  
PARTNERSHIP;                 )  
                                )  
Defendants.                 )

**MOTION FOR LEAVE TO WITHDRAW AS COUNSEL**

COME NOW James C. Morris and Chelsea M. Baran with GORDON REES SCULLY MANSUKHANI, LLP (hereinafter collectively, “Counsel”), in accordance with Mo R. PROF. CONDUCT 4-1.16(b) and E.D.Mo. L.R. 83-12.02, and respectfully request this Honorable Court for leave to withdraw their appearance as counsel of record on behalf of Defendants Northview Village, Inc. d/b/a Northview Village, Healthcare Accounting Services, LLC, and Northview Village Center, L.P. (hereinafter collectively, “Defendants”) in the above-entitled cause. Further, Counsel moves the Court to stay this action for thirty (30) days, in order to allow Defendants additional time to secure substitute counsel and/or otherwise resolve this matter. In support, Counsel states as follows:

1.     Counsel asserts *good cause* exists pursuant to Mo R. Prof. Conduct 4-1.16(b).
2.     Counsel has been representing the Defendants since the inception of this litigation, providing legal services.

3. Since inception of the litigation, Defendants have been unable to pay Counsel for the legal services it has provided.

4. From the inception of this litigation, Defendants were aware that Counsel agreed to provide legal services for Defendants conditioned on Defendants' ability to pay for same.

5. Defendants have advised that they have ceased any business operations and lack funds to pay attorneys' fees in this matter and will be unable to pay Counsel for legal representation.

6. Defendants have requested that Counsel withdraw from representation.

7. According to the Missouri Rules of Professional Conduct, adopted by this Court pursuant to E.D. Mo. L.R. 83-12.02, an attorney may withdraw from representation of a client "if the client fails substantially to fulfill an obligation to the lawyer regarding the lawyer's services and has been given reasonable warning that the lawyer will withdraw unless the obligation is fulfilled." MO. R. PROF. CONDUCT 4-1.16(b)(5).

8. MO. R. PROF. CONDUCT 4-1.16(b)(6) provides that a lawyer may withdraw if "the representation will result in an unreasonable financial burden on the lawyer."

9. Comment 4 to MO. R. PROF. CONDUCT 4-1.16 provides that "[a] client has a right to discharge a lawyer at any time, with or without cause."

10. Comment 8 to MO. R. PROF. CONDUCT 4-1.16 provides that "[a] lawyer may withdraw if the client refuses to abide by the terms of an agreement relating to the representation, such as an agreement concerning fees...."

11. Counsel should not be required to continue representation of Defendants under circumstances where it is clear Counsel will not be compensated for such representation and where

Defendants have no reasonable expectation of maintaining themselves as a viable entity or ability to pay Counsel.

12. Defendants have been advised through written communications dated May 8, 2024, sent via Certified Mail Return Receipt Requested and regular mail that this Motion to Withdraw would be filed with the Court, and a copy of this Motion has been provided to Defendants. In order to preserve client confidences, that correspondence is not included herein.

13. Defendants have been further advised that if they fail to obtain counsel or undertake efforts in defense of Plaintiff's claims that Judgment is likely to be taken against them for the relief requested in the Petition.

14. Pending a determination by this Court on this Motion to Withdraw, Counsel has or will undertake such effort as reasonably required to protect the interest of Defendants, including responding to certain discovery requests wherein Defendants have provided such information as will allow Counsel to prepare a response.

15. In the event this Court grants this Motion, court notices, pleadings, motions, and other papers in this matter can be sent to Defendants at the following addresses, which are Defendants' last known business addresses:

**Northview Village Inc. d/b/a Northview Village**

1600 S. Brentwood Blvd., Suite 200,  
St. Louis, Missouri 63144

**Healthcare Accounting Services, LLC**

1600 S. Brentwood Blvd., Suite 200,  
St. Louis, Missouri 63144

**Northview Village Center, L.P.**

1600 S. Brentwood Blvd., Suite 200,

St. Louis, Missouri 63144

16. Counsel will preserve materials in its file related to this case and make those materials available to Defendants or substitute counsel upon written request.

17. No inequity to any party nor delay in the trial of this matter would be occasioned by the granting of this motion as there are no urgent deadlines pending pursuant to the Case Management Order (Doc. No. 32) entered on March 13, 2024.

18. This request is made in good faith and is not submitted for any improper purpose.

19. A proposed Order is attached hereto and filed contemporaneously herewith for this Court's consideration.

**WHEREFORE**, Counsel requests this Honorable Court grant leave to withdraw, enter an order staying this matter for thirty (30) days and for such other and further relief as the Court deems just and proper under the circumstances.

Respectfully Submitted,

**GORDON REES SCULLY MANSUKHANI, LLP**

By: /s/ James C. Morris  
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*Counsel for Defendants Northview Village Inc. d/b/a Northview Village, Healthcare Accounting Services, LLC and Northview Village Center L.P.*

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the foregoing instrument was electronically filed with the Clerk of the Court on May 8, 2024, thereby executing service upon all counsel of record by operation of the Court's electronic filing system. The undersigned further certifies that a true and correct copy of the foregoing was sent on May 8, 2024 via certified mail, return receipt requested upon:

**Northview Village Inc. d/b/a Northview Village**  
1600 S. Brentwood Blvd., Suite 200,  
St. Louis, Missouri 63144

**Healthcare Accounting Services, LLC**  
1600 S. Brentwood Blvd., Suite 200,  
St. Louis, Missouri 63144

**Northview Village Center, L.P.**  
1600 S. Brentwood Blvd., Suite 200,  
St. Louis, Missouri 63144

/s/ James C. Morris